GENERAL CONDITIONS OF PURCHASE (full version)

Article 1 - Scope and purpose

The purpose of HELVETAS's General Conditions of Purchase (hereinafter the "General Conditions") is to define the terms and conditions for the purchase and/or rental of goods (hereinafter the "Goods") and/or the performance of services (hereinafter the "Services"). The term "Supply" refers to both the Goods and the Services provided by the seller or provider (hereinafter referred to as the "Contractor"). The description, specifications, specific conditions of performance, sale and delivery of the Supplies and any conditions derogating from the General Conditions shall be defined jointly by the Parties after negotiation and appear in the special conditions (hereinafter the "Special Conditions") and/or in the purchase order (hereinafter the "Purchase Order"). The General Conditions and their annexes form, together with the Special Conditions and/or the Purchase Order, the purchase contract agreed between HELVETAS or any company controlled by HELVETAS within the meaning of Article L.233-3 of the French Commercial Code (hereinafter the "Contracting Authority") and the Contractor (hereinafter the "Contract").

The response to an invitation to tender and/or the execution of HELVETAS's orders shall be deemed acceptance of these conditions and waiver by the Contractor of its general conditions of sale. These General Conditions shall prevail without exception over any other conditions specific to the Contractor unless express and written derogation granted by HELVETAS.

In case of contradiction or imprecision, these contractual documents are applied in the following hierarchical order, the document of higher rank taking precedence over the document of lower rank:

- The Special Conditions
- The Purchase Order(s)
- The General Conditions

Article 2 - Capacity of the Contractor

The Contractor declares to possess:

- sufficient technical skills and means to ensure the performance of the Contract in accordance with these Conditions and the rules of the trade,
- the financial capacity and personnel resources to ensure the performance of the Contract without any risk of interruption,
- the authorisations, rights and approvals necessary for the performance of the Contract.
- perfect knowledge of the conditions of access to the places mentioned in the purchase order and/or the special conditions of purchase.

The Contractor declares:

- to be in full compliance with social and tax legislation in force at the place of performance of the services.
- to vouch for the good behaviour of its staff and of the staff of its potential subcontractors.
- not to be subject to collective proceedings
- not to be subject to international sanctions (OFAC, EU, or others).

Article 3.1 - Delivery of goods

3.1.1. - Deadlines

As an obligation of result, the Contractor, upon receipt of the Purchase Order from the Contracting Authority, undertakes to take charge of the supply, transport and delivery of the Goods ordered, the completion of export and import customs formalities and to pay the duties and taxes related to these operations interpreted on the basis of the latest INCOTERMS. The Goods shall be delivered to the Contracting Authority by a carrier chosen by the Contracting Authority/Contractor.

3.1.2. - Reception

Once delivery has been duly made by the Contractor, the Contracting Authority shall sign the delivery note (hereinafter the "Delivery Note") submitted by the carrier.

Under the terms of this Delivery Note, the Contracting Authority is only required to check the appearance of the parcels upon delivery and their number, and if necessary to address to the carrier, within two (2) working days, excluding public holidays, by registered letter with acknowledgement of receipt or any written means proving delivery, the reservations provided for in Article L.133-3 of the French Commercial Code.

The Contracting Authority or the Beneficiary, understood as the beneficiary of the purchase, rental or delivery of Goods or the performance of Services, has a maximum period of fifteen (15) working days following the date of delivery to unpack, test the functioning of the Goods delivered and formally accept them, by signing, where applicable, an acceptance report without reservation, or refuse them and request the return of the defective Goods so that they can be replaced or, where applicable, reimbursed.

The Goods are delivered and accompanied by their associated documentation (including a user manual) in French and English.

3.1.3. - Transfer of ownership and transfer of risk

The Goods shall become the property of the Contracting Authority or the Beneficiary upon signature of the Delivery Note or, where applicable, of the acceptance report without reservation by the Contracting Authority. The risks shall be transferred upon delivery of the Goods at the place of destination subject to any deterioration that may be caused to the Goods, by the Contractor or its subcontractors, after delivery.

3.1.4. - Warranty

The Contractor warrants that the Goods delivered are in conformity with their associated documentation, function in accordance with the characteristics described in the Special Conditions and their associated documentation and are suitable for their intended use.

Unless otherwise specified in the Special Terms and Conditions and/or the Purchase Order, the duration of the contractual warranty is twelve (12) months starting from the date of delivery or signature of the acceptance report without reservation of the corresponding Good. The contractual warranty consists, at the choice of the Contracting Authority, in a commitment to replace or repair free of charge the defective Goods delivered, regardless of the reason for the non-conformity (in particular a defect in quality or operation). The Contractor shall bear all corresponding costs, including transportation costs. The Contractor undertakes to carry out the replacement or repair within seven (7) calendar days of receipt, by the Contractor, of the Contracting Authority's notification of the defects found. If the Contractor fails to comply with its obligations in this respect, the Contracting Authority reserves the right to perform or have

performed by a third party at the Contractor's cost and risks, after having given it, formal notice to perform, without prejudice to the application of Article 13 of the General Conditions.

The aforementioned warranties apply to any Goods repaired or replaced for a further period of twelve (12) months.

The Contractor shall also repair any harmful consequences of such defects or damage and provide the Contracting Authority with such a guarantee.

In addition, the Contractor shall remain liable, in accordance with ordinary law, for any hidden defect of the Goods that may appear.

The Goods shall be delivered in compliance with European and national regulations and current health, safety and environmental standards and in particular with regard to dangerous substances and preparations, waste, electrical protection, radio-frequency, electromagnetic, ionising, optical and vibration radiations.

The Contractor undertakes to inform the Contracting Authority of any failure to comply with these regulations and shall compensate the Contracting Authority for any consequences resulting from the Contractor's failure to comply with the obligation described in this Article.

The Contractor shall provide the Contracting Authority with a bank warranty equivalent to five (5) percent (%) of the Contract Price as security for performance. This warranty shall be annexed to the Contract.

Article 3.2 - Conditions for performance of Services

3.2.1. - Quality of Services

Unless otherwise stipulated in the Special Conditions and/or the Purchase Order, as a strengthened obligation of means (the burden of proof being on the Contractor), the Contractor undertakes to perform the Services in a professional manner, in strict compliance with the rules of the trade, applicable to the type of services entrusted to the Contractor.

The Contractor undertakes to implement, at its own expense, adequate technical and human resources in order to ensure the perfect execution of the Services entrusted to it. In this respect, the Contractor shall define, under its responsibility, the resources, tools, methods and means of execution necessary for the performance of the Services.

The Contractor undertakes to comply with the technical information and the schedule established by the Contracting Authority.

3.2.2. - Continuity of Services and Contractor's team

In general, the Contractor warranties perfect continuity in the performance of the Services.

The Contractor shall be solely responsible for defining the type(s) of personnel profiles required and for designating the team members assigned to the performance of the Services and warranty their competence and experience for the performance of said Services.

The Contractor undertakes:

- to inform the Contracting Authority of the absence, leave or unavailability of one of its staff members, as soon as it is known.
- to replace, as soon as possible, the unavailable intervener with a person having equivalent technical skills and qualifications,
- to ensure that the change of participant does not interrupt the proper performance of the Services, by organising, at its own expense, a transition period in order to inform the replacement on the progress of the services,
- to ensure that the change of intervener does not affect the deadlines for performance of the Services,
- and to ensure full reversibility.

3.2.3. - Receiving Operations - Recipe

With respect to the Services which must be validated by the Contracting Authority, the Parties agree to carry out an acceptance test in accordance with the stipulations set out in the Special Conditions and/or the Purchase Order in order to check the conformity of the Services performed by the Contractor with its commitments defined in the Contract.

No receipt shall be deemed to be tacitly pronounced, only the signing of an acceptance report without reservation and duly signed by an authorised representative of the Contracting Authority may constitute a receipt. In particular, any use of the Services in whole or in part shall not be deemed to be revenue. Furthermore, acceptance shall only be declared if the documentation associated with the Services, where appropriate, has been submitted to the Contracting Authority.

In the absence of a specific acceptance procedure, the Contracting Authority shall, at its discretion, check the quality of the Services performed and, if they do not comply with the rules of the trade or the conditions stipulated in the Contract, the Contracting Authority shall ask the Contractor to bring the Services into conformity at its own costs and expenses, without prejudice to the provisions of Article 13 of the General Conditions.

The Contractor shall be responsible for the quality of the Services and shall set up a quality management system adapted to the methods and criteria defined by the technical documents, standards and specifications of which the Contractor has taken cognisance prior to the conclusion of the Contract.

Article 4 - Execution, time limits for execution, cancellation

The deadlines for performance of the Contract shall be set by mutual agreement with the Contractor and shall be systematically stipulated in the Special Conditions and/or the Purchase Order. The date set for delivery, which is indicated on the Special Conditions and/or the Purchase Order, is binding.

Any event which may influence the performance of the Contract shall be immediately brought to the attention of the Contracting Authority. The Contractor shall immediately notify the Contracting Authority in writing of any such event, as well as its probable duration and its consequences on delivery times.

However, in the event of any extension of the deadline for delivery of the Supplies accepted by the Contracting Authority, the Contractor undertakes to pay a compensation equal to 1% per fortnight of delay, calculated on the amount of the undelivered goods (purchase price excluding VAT), to the Contracting Authority. These sums shall be due without formal notice and shall be paid in the form of a credit note.

In the event of non-compliance with the delivery dates of the Goods and/or performance of the Services, the Parties agree, within the Special Conditions, on a mechanism for late payment penalties that the Contracting Authority may apply to the

Contractor in accordance with Article L.441-6 of the French Commercial Code, except in the event of Force Majeure. Where applicable, the principle, amount and terms of application are specified in the Special Conditions. The amount entered is (i) an estimate made initially and determined after discussions with the Contractor so that it can check the materiality of the facts complained of and (ii) implies the existence of a damage sustained by the Contracting Authority. The application of penalties for delay excludes any other claim for damages based on the same ground and is independent of other rights to which the Contracting Authority may be entitled and other sanctions to which the failure of the Contractor may give rise.

Article 6 - Financial conditions

The remuneration agreed in consideration of the perfect performance of the obligations due under the Contract, is an amount in Euros/Dollars, exclusive of taxes, global, fixed, firm and non-revisable as provided for in the Special Conditions and/or in the Purchase Order and shall be understood, for Supplies delivered to the specified delivery place, free of carriage and packaging and of all duties and taxes. This amount remunerates the Contractor for all its costs, disbursements, charges, hardships and/or obligations of any kind.

Any additional costs of any nature whatsoever shall be subject to the prior agreement of the Contracting Authority in writing specifically indicated on the Purchase Order.

No payment will be made for work, meetings, research and studies required to enable the Contractor to respond to invitation to tender, unless expressly agreed in writing.

The orders shall not give rise to any payment of a deposit, the Contracting Authority also reserves the right to request the Contractor to provide security for tenders and/or performance.

The Contractor may issue its invoices after the Contracting Authority has issued an acceptance report..

Invoices shall be drawn up by the Contractor and must comply with the regulation and legislation in force on the date of issue, include the mandatory legal notices, mention the order number, the nature of the Services performed and/or the Goods delivered as well as the unit price and quantities and be accompanied by all the supporting documents necessary to verify the validity of their content. The Parties acknowledge that the invoices thus transmitted shall have the value of an original.

Unless otherwise expressly specified on the Order, the price is payable forty-five (45) days after the end of the month in which the Order is issued, in accordance with French Law.

Late payment by the Contracting Authority shall lead to the application as of right of default interest set at three times the legal interest rate in force and of the recovery indemnity set at forty (40) euros in accordance with Article D.441-5 of the Commercial Code.

By express agreement and in compliance with the provisions of article L.442-6 of the French Commercial Code, the Contracting Authority shall set-off the sums owed by the Contractor to the Contracting Authority against the sums owed to the Contractor or any assignee by the Contracting Authority, which shall be accepted by the Contractor in full knowledge of the facts. Such set-off shall be made in accordance with the due dates of the debts and claims of each of the Parties and after prior information and authorisation from the Contractor.

Article 7 - Duty to advise

The Contractor has a duty to advise, warn and inform the Contracting Authority on an ongoing basis, and undertakes in this respect to:

- advise the Contracting Authority on the choice of technical solutions to be put in place to honour the Contract,
- request any information or data it deems necessary to honour the Contract,
- check the documents or technical information provided to it by the Contracting Authority to ensure that they are consistent and complete under the Contract,
- warn the Contracting Authority of any anomaly or omission,
- notify the Contracting Authority in writing as soon as it becomes aware of any factor, event or act likely to affect the proper performance of its obligations under the Contract,
- propose to the Contracting Authority any additions, improvements or adaptations which it considers desirable,
- warn the Contracting Authority where the choices it might make, of which the Contractor has been informed in writing by the Contracting Authority, might conflict with the objectives pursued or might result in a deterioration or a failure to comply with the expected quality, performance and functionality,
- keep the Contracting Authority informed of developments in the state of the art relating to the Contract,
- inform the Contracting Authority of any legal or regulatory obligations of a foreign country to which the Contractor may be subject and which would have an impact on the Contract.

Although the Contracting Authority has technical knowledge, it cannot be considered as a professional with the same speciality as the Contractor. The Contractor shall inform the Contracting Authority of any incident or analysis revealing risks associated with the use of the Supplies delivered. Each of the Parties undertakes to designate one of its employees to act as the other Party's privileged contact to ensure the monitoring of the Contract. The Contractor's privileged contact person shall have the skills and authority required to receive the Contracting Authority's observations on the performance of the Contract and to take appropriate action. The Contractor's employees shall only be subject to the Contractor's hierarchical authority; it being specified that the appointment of an employee of the Contracting Authority to monitor the Contract shall not constitute a limitation or derogation from the exercise of that authority.

Article 8 - Status of the Contractor's personnel

The Contractor's personnel shall in all circumstances remain under the administrative control and under the hierarchical and disciplinary authority of the Contractor, and no transfer of authority should occur throughout the performance of the Contract.

The Contractor shall ensure that its personnel strictly complies with all the terms and obligations of the Contract. In particular, if Services are performed on the premises of the Contracting Authority, the Contractor's personnel must comply with the applicable code of conduct, internal rules and the health, safety and control rules in force within the Contracting Authority (hereinafter the "Internal Regulations"), and the Contractor expressly acknowledges being aware of said internal rules. The Contracting Authority reserves the right, at any time and without

prior notice, to carry out or have carried out any control for the purpose of verifying the Contractor's compliance with the internal code of conduct and rules, which the Contractor expressly accepts. In the event that the Contracting Authority finds that the Contractor is not complying with one or more internal rules, the Contracting Authority may as of right and at its discretion, suspend all or part of the Services (if any) and all or part of the corresponding payments until the Contractor complies with the internal rules and/or terminates the Contract under the conditions defined in Article 14 of the General Conditions. For the purposes of this clause, the Contractor undertakes to cooperate fully and in good faith with the Contracting Authority or any third party indicated by the Contracting Authority. In this respect, the Contractor undertakes to facilitate access to any document, information, tool or any other element useful for the proper conduct of the inspection.

Article 9 - Dependence

The Contractor declares and acknowledges that it is not economically dependent on the Contracting Authority. The Contractor undertakes to inform the Contracting Authority in the event that its orders represent a share of the Contractor's turnover likely to place it in a situation of economic dependence within the meaning of positive law, as well as of any event that would change this situation. If so, the Parties shall meet to find a solution that protects their respective interests. The Contractor acknowledges, in any event, that throughout the term of the Contract, it shall retain and shall be solely liable in the event of insufficient diversification of its customer portfolio.

Article 10 - *Intuitu personae* and subcontracting

The Contract is concluded *intuitu personae*. Consequently, the Contractor shall not, without the prior consent of the Contracting Authority in writing, subcontract, assign, contribute or transfer, in any form whatsoever, all or part of the Contract, in particular and without limitation, by way of merger, demerger, partial contribution of assets, universal transfer of assets, management lease and, more generally, any operation the purpose or effect of which is to transfer the Contract.

As soon as it envisages the intervention of a sub-contractor, the Contractor shall, in order to obtain its prior approval in writing, communicate to the Contracting Authority, the social, banking, postal and technical references of the sub-contractor, the name of the subcontractor's legal representatives – and, more generally, any information needed to verify the subcontractor's eligibility, the terms of payment granted to the sub-contractors, a copy of the Contractor's commitment, and the tasks that it intends to sub-contract.

In addition, the Contractor shall provide the Contracting Authority with the Contractor questionnaire duly completed by the subcontractor. Notwithstanding, the Contracting Authority reserves the right to refuse to approve a subcontractor without reason, except in case of abuse.

The Contracting Authority may terminate as of right all Orders held by the Contractor in the event of failure to fulfil this obligation.

In the event of a transfer of shares or assets or a change of effective direct or indirect control of its company, the Contractor shall inform the Contracting Authority, which may terminate the contractual relationship as of right and without notice.

In the event of authorised subcontracting, the Contractor shall remain solely liable to the Contracting Authority and shall warranty compliance with these General Conditions by the subcontractors concerned.

Article 11 - Liability and insurance

The Contractor shall be liable to the Contracting Authority, without restriction or reservation, for the full performance of its obligations under the Contract, and for all consequences that may arise therefrom under the conditions of ordinary law. The assistance that the Contracting Authority may provide to the Contractor in the performance of the Order and the payment of invoices by the Contracting Authority shall in no way affect this liability. Consequently, the Contractor undertakes to compensate any damage caused to the Contracting Authority or the Beneficiaries.

Any clause limiting the Contractor's liability contained in the Contractor's general conditions or in any other similar document usually used by the Contractor shall be deemed to be unwritten for the performance of the Contract.

The Contractor must hold insurance policies, with a reputedly solvent company, covering its civil operating and professional liability for a sufficient amount against the pecuniary consequences of civil liability that may incur in the event of personal injury, intangible, material and immaterial damage, whether consequential or not, caused to the Contracting Authority or any third party, as a result of its studies and/or products ; the Contractor shall provide the Contracting Authority, as soon as the Purchase Order has been issued, with proof of insurance coverage of these risks and the amount thereof. The Contractor undertakes to maintain these insurance policies in force for as long as it has any obligation under the Contract.

In addition, the Contractor shall hold insurance policies covering its post-delivery liability (or product liability) with a reputedly solvent insurance company and shall provide the Contracting Authority, not later than the date of delivery of the Supplies, with proof of insurance coverage of this risk and the amount thereof.

The fact of having such insurances shall not in any way relieve the Contractor of its liability, in particular with respect for damage not covered by its insurance or for damage in excess of the sums guaranteed by its insurance.

At the request of the Contracting Authority, the Contractor shall provide it with proof of general and professional civil liability insurance, dated less than six months prior to the date of the request. In all cases, the Vendor shall, at the request of the Contracting Authority, provide adequate insurance covering the products until their arrival at the buyer's premises or any other destination approved by him.

Article 12 - Force majeure

Any occurrence of Force Majeure, i.e. any event beyond the control of the Parties, which could not reasonably have been foreseen at the time of the conclusion of the Contract and whose effects cannot be avoided by appropriate measures in accordance with Article 1218 of the French Civil Code, in other words any unforeseeable and irresistible event, shall suspend the performance of the obligations of the Contracting Authority and the Contractor for the duration of the Force Majeure situation.

In the event of Force Majeure, it shall be the responsibility of the Party concerned to take action at the earliest opportunity after the occurrence of the event or it may no longer invoke it:

- to notify the other Party, by registered letter with acknowledgement of receipt or any written means

proving the delivery, of the occurrence of the event, justifying its Force Majeure nature;

- to indicate its foreseeable duration;
- to inform the other Party of the measures taken or which it intends to take to mitigate the effects of the event.

In this way, the Party concerned shall do its utmost to alleviate the difficulties encountered and implement the necessary means to resume the continuation of the Contract under the best conditions.

The performance of the obligations concerned by the Force Majeure event is then suspended for the duration of the said Force Majeure event and then resumes, without prejudice to any request for termination provided for in Article 14 of the General Terms and Conditions.

Article 13 - Duration

The Contract is concluded for the duration specified in the Special Conditions and/or in the Purchase Order.

Any extension or renewal of the Contract shall imperatively give rise to the signature of an amendment and/or a new Purchase Order by the Parties.

Article 14 - Termination -Resolution

In the event of non-performance by one of the Parties of any of its obligations, the other Party may send it a formal notice by registered letter, with acknowledgement of receipt or any written means proving the delivery, requiring it to fulfil its obligation within a period of fifteen (15) days and stating that, failing this, it is entitled to terminate the Contract. If, at the end of this period, the non-performance by the defaulting Party persists, the other Party shall notify it of the as of right termination of the Contract by registered letter with acknowledgement of receipt, specifying the reasons thereof, without prejudice to any claim for damages to which it may be entitled.

If an event of Force Majeure continues for more than thirty (30) consecutive days, a Party shall notify the other Party, by registered letter with acknowledgement of receipt or any written means proving the delivery, of the as of right termination of the Contract with effect from the date on which the notification is sent.

A Party is entitled to terminate the Contract for non-performance, from prior to the date on which a Party performs it, if it is clear that there will be an essential non-performance on its part.

In the event of early termination of the Contract, the rights on the Supplies delivered to the Contracting Authority shall remain definitively vested in the Contracting Authority under the terms and conditions set out in the Contract. The sums due to the Contractor for the Supplies already delivered and/or completed shall nevertheless remain definitively vested in the Contractor.

Supplies not yet delivered shall be delivered to the Contracting Authority, upon request of the latter, in a usable form as specified by the Contracting Authority within ten (10) days of the termination of the Contract.

In the event of failure to deliver, the Contractor shall reimburse the Contracting Authority for the sums already received. In the event of timely delivery, and subject to acceptance of such delivery, the agreed price for delivery shall be paid by the Contracting Authority.

In any event, the Contracting Authority shall be at liberty to entrust to any third party the unfulfilled part of the Services, which the Contractor expressly acknowledges and accepts.

After termination of the Contract, a Party may recover sums paid for a Service which it has not received or has legitimately refused.

Article 15 - Non-waiver

The fact that one of the Parties does not enforce any of its rights or require the performance of any of the obligations or responsibilities of the other Party under the Contract shall not in itself be considered as a waiver of the Party's rights, obligations and responsibilities under the Contract.

Failure by the Contracting Authority to invoke any of the provisions of the GCP at any time shall not be deemed a waiver of the right to invoke the same provisions at a later date.

Article 16 - Independence of the Parties

Neither Party may make a commitment in the name and on behalf of the other Party. Thus, each of the Parties undertakes not to do anything that might mislead a third party in this respect, nor to make any commitment or offer any warranty in the name of the other Party.

Article 17 - Electronic signature

In accordance with Law N°. 2000-230 of March 13th 2000 in its consolidated version adapting the law of evidence to information technology and relating to electronic signatures, as well as the United Nations Convention on the Use of Electronic Communications in International Contracts of 2005, the Parties expressly agree that the Contract may be concluded in the form of an electronic writing. They agree that such a document shall have the force of an original and that it shall be drawn up and stored by the Contracting Authority in such a way as to permit its signatories to be duly identified and to guarantee its integrity. The Parties undertake not to contest its validity, admissibility, enforceability or probative value on the basis of its electronic nature.

The Parties agree to use an electronic signature process known as "on-the-fly", by means of a single-use electronic certificate that constitutes a reliable identification process guaranteeing its link with the act to which it is attached, in accordance with Article 1367 of the French Civil Code. The Contracting Authority proposes to use the process at its disposal within the framework of its partnership with a third party service provider as referred to in Regulation (EU) N° 910/2014 of the European Parliament and of the Council of July 23rd 2014 on electronic identification and trusted services for electronic transactions in the internal market (eIDAS).

Article 18 - Notices and means of communication

All notices and other means of communication necessary or permitted between the Parties shall be in writing and sent by mail and/or e-mail and/or fax to the address or number mentioned in the Contract. No communication shall be considered effective until it has been delivered and confirmed by acknowledgement of receipt for mailings and/or until receipt of a confirmation of uninterrupted transmission in relation to the transmission report for e-mailings. The Parties may change their addresses and/or numbers by giving at least a fifteen (15) day notice in writing to the other Party. Such notice shall be given in accordance with the above provisions.

Article 19 - Intellectual property

The software, documentation, any item protected by an intellectual property right and any technical or other information belonging to the Contracting Authority and made available to the Contractor are and remain the exclusive property of the Contracting Authority and may not be used by the Contractor for any purpose other than the strict performance of the Contract.

At the request of the Contracting Authority or upon termination of the Contract for any reason whatsoever, the Contractor undertakes to return automatically and immediately to the Contracting Authority all documents and items of any kind entrusted to it under the Contract. The Contractor undertakes not to keep any copies thereof.

The Contractor retains ownership of the intellectual property rights to its standard methodologies and tools acquired or developed by it prior to the entry into force of the Contract, which constitute its know-how. In this respect, the Contractor grants the Contracting Authority, without additional remuneration, a right to use the said tools and/or know-how incorporated in the results of the Services, for the needs and duration of use of the said results.

[Note: for clauses concerning the assignment of intellectual property, these shall be incorporated in the Special Conditions].

Article 20 - Confidentiality

It is understood by the Parties that the following will be treated as strictly confidential under the Contract:

- all of the provisions of the Contract;
- all information of any nature whatsoever, communicated or disclosed by the Contracting Authority to the Contractor either in written or oral form in connection with the negotiation or performance of the Contract;
- all information of any nature and in any form whatsoever to which the Contractor may have access under the Contract, whether or not indicated as confidential.

Consequently, the Contractor undertakes to keep such information strictly confidential and shall not communicate it to anyone other than those entitled to know it under the Contract. The Contractor further undertakes to solely use such information for the purpose of performing the Contract.

The Contractor vouches for the compliance of its employees and any subcontractors with this confidentiality agreement.

This confidentiality undertaking shall remain valid for the entire duration of the Contract and for a period of ten (10) years after the termination of the Contract for any reason whatsoever.

This confidentiality undertaking does not apply to information (i) that has entered the public domain prior to the date of its disclosure or communication; (ii) that falls into the public domain after its communication and/or disclosure without the cause being attributable to one of the Parties; (iii) that has been legitimately obtained from a third party to the Contract without breach of an obligation of confidentiality; (iv) that is developed by one of the Parties independently of the Contract without breach of an obligation of confidentiality.

This confidentiality undertaking also does not apply with respect to tax, administrative and judicial authorities, as well as accountants and auditors, the latter being bound by an obligation of confidentiality towards their clients.

Any communication to the public, press article, commercial reference, exhibition or advertisement of any kind whatsoever, displaying the name or logo of the Contracting Authority or referring to the Contract may not be made without the prior consent of the Contracting Authority by writing.

Article 21 - Protection of personal data

20.1 Processing of personal data in the context of training and performance of the Contract

The Contractor is hereby informed that the Contracting Authority shall process the personal data of the Contractor's servants, managers, subcontractors, agents and/or service providers in order to enable it to ensure the formation and performance of the Contract, revenue operations, Contract management and invoicing. This data is necessary for the proper management of the Contract.

Similarly, the Contracting Authority may implement a verification process for the Contractor's managers to ensure that there is no conflict of interest, financing of terrorism or anti-money laundering.

In this context, data subjects have a right of access and, where appropriate, of correction, deletion or portability of the data concerning them. They also have the right to define guidelines on the fate of their personal data after their death.

Furthermore, data subjects may oppose for legitimate reasons the processing of their personal data, withdraw or limit their consent.

These rights may be exercised at any time by writing to the Contracting Authority at the following address:

dpo@acted.org

Data subjects have the possibility to lodge a complaint with a supervisory authority.

The Contractor undertakes to inform its servants, managers, subcontractors, agents and/or service providers of these rights.

20.2 Processing of personal data carried out on behalf of the Contracting Authority

The Contracting Authority, within the framework of its activity, implements processing of personal data within the meaning of Law N°. 78-17 of January 6th 1978 on Data Processing, Data Files and Individual Liberties ("Law N°. 78-17") and of the General Data Protection Regulation ("GDPR").

By this Contract, the Contractor may be required to process personal data on behalf of the Contracting Authority in order to provide the Supplies subject to the Contract to the Contracting Authority.

In this case, the Contracting Authority is the controller of the processing and the Contractor acts as a subcontractor. The Parties then undertake to conclude a data processing agreement in accordance with Article 28 of the GDPR.

Article 22 - Non-solicitation of personnel

Unless expressly agreed otherwise, the Contractor and the Contracting Authority undertake not to hire or 'poach' any staff or collaborators of either Party involved in the performance of the Contract during the entire period of performance of the Contract and for two (2) calendar years following the termination of the contractual relationship.

In the event of non-compliance with this obligation, the offending Party shall pay the other Party, as a penalty clause, a

compensation equal to twelve times the last salary, plus employer's charges, of the employee unduly 'poached'.

Article 23 - Ethics and compliance with regulations

The Contractor undertakes in the conduct of its business to respect HELVETAS's ethical values, in accordance with HELVETAS's Code of Conduct, organisational policies and reporting mechanism (available on https://www.acted.org/en/about-us/values-and-policies/code-of-conduct-and-policies/), to adopt a socially responsible approach and to comply with the laws and regulations of the countries in which they operate, as well as with the principles of the UN Global Compact aimed at respecting human rights, international labour standards, the environment and the fight against corruption.

In particular, the Contractor shall refrain from any form of abuse or child labour, from supporting or financing any act of terrorism, any form of money laundering, any form of fraud and corruption and any conflict of interest.

The Contractor acknowledges that it is aware of these values and commitments and undertakes to respect them, which constitute an essential condition of the Contract.

The Contractor is informed of the existence of the Transparency mechanism (transparency@acted.org) and acknowledges its duty to use it whenever there is a suspicion of behaviour contrary to the ethical values of HELVETAS.

The Supplies ordered must comply in all respects with the legal and regulatory requirements in force, in particular as regards:

- quality, composition, presentation and labelling of goods;
- labour law and employment: in any case, the Contractor shall refrain from offering for sale products that could have been manufactured by minors;
- provisions of international conventions on the rights of the child and, more particularly, those relating to child labour;
- environmental law;
- privacy, personal data, biometric data, data protection and confidentiality of communications.

In particular, the Contractor undertakes to comply with the legal and regulatory provisions in force applicable to him/her, and to provide the Contracting Authority on request with information relating to the consequences of the company's activity on the environment, given according to the nature of this activity and its effects:

- water resource consumption, raw materials and energy resources with, where appropriate, the measures taken to improve energy efficiency and the use of renewable energies, land use conditions, discharges into the air, water and soil seriously affecting the environment, the list of which will be determined by Environment and Industry Ministers' orders, noise or odour nuisance and waste;
- measures taken to limit biological balance, natural environment and protected animal and plant species damage;
- evaluation or certification procedures undertaken with regard to the environment; the measures taken, where applicable, to ensure the compliance of the Contractor's activity with the legal and regulatory provisions applicable in this regard;
- expenses incurred to prevent Contractor activity consequences on the environment; the existence within the company of internal environmental management services, employees training and information on this latter point, resources devoted to reducing environmental risks as well as the organization set up to deal with pollution accidents with consequences reaching beyond the company's establishments;
- the amount of provisions and guarantees for environmental risks, unless this information is likely to cause serious prejudice to the Contractor in an ongoing dispute;
- the amount of compensation paid during the financial year in execution of a judicial decision concerning environmental matters and the actions taken to repair the damage caused to it.

The Contractor shall be fully responsible for all consequences of its failure to comply with these provisions and shall bear all compensation costs to the Contracting Authority for all consequences resulting therefrom.

In accordance with the legal and regulatory provisions in force, the Contractor must provide the Contracting Authority with the following documents on the date of signature of the Contract, then systematically and regularly every six (6) months from the date of conclusion of the Contract until the end of its execution:

- an identification card proving registration in the trade register or an extract of the registration in the Trade and Companies Register of less than three (3) months (extract K or KBIS);
- a certificate of provision of social declarations and payment of social security contributions from the social protection institution in charge of collecting social security contributions and Contractor contributions, of less than six (6) months and containing the following information: the security code for checking its authenticity, its validity, the number of employees employed, the basis of remuneration declared on the last social security contributions summary sent to the collection agency;
- the sworn statement by virtue of which the Contractor certifies that it does not use undeclared work as defined in Articles L.8221-1 et seq. of the French Labour Code, of less than six (6) months;
- the certificate on honour pursuant to Articles L.8251-1, L.5221-8 and L.5221-9 of the Labour Code, indicating whether the Contractor intends to call upon employees of foreign nationality for the performance of the Contract and, if so, the list of names of the foreign employees subject to possession of a work permit, of less than six (6) months, indicating for each employee: his date of hiring, his nationality and the serial number of the title tantamount to work permit;
- all certificates of insurance as referred to in particular in Article 11 of the General Conditions, of less than six (6) months.

The Contracting Authority reserves the right to suspend payments due pursuant to the Contract in case of failure to communicate one or more elements as referred to after a formal notice which has remained unsuccessful for ten (10) days from its receipt by the Contractor.

If applicable, the Parties undertake to set up a prevention plan, in accordance with Articles R. 4511-1 et seq. of the Labour Code.

The Contractor warranties and undertakes to fully compensate the Contracting Authority for all financial consequences resulting from any claim or action of any nature whatsoever brought by a third party based on a breach by the Contractor of

its obligations or warranties in accordance with this Article. The Contracting Authority shall inform the Contractor as soon as it is aware of any claim or action directly or indirectly involving the Contractor and/or the Supplies and/or Results and shall provide the Contractor with all information or documents in its possession relating to such claim or action.

The Contractor agrees that the Contracting Authority may conduct audits made by itself or by a service provider appointed for this purpose in order to verify compliance with the above-mentioned standards. Any infringement of the above provisions shall expose the Contractor to immediate termination of the business relationship without notice.

Article 24 – Fight against money laundering and terrorist financing (AML/CFT)

The Parties undertake to comply with all regulations concerning AML/CFT.

The Contractor undertakes to provide any document attesting to its good faith at the request of the Contracting Authority, proving its attachment to these regulations. Contractor's employees, subcontractors and other intermediaries are subject to these same regulations and requirements.

The Contractor warranties the Contracting Authority's liability throughout the duration of the Contract. Failure to comply with these regulations shall constitute a legitimate reason for the termination of the Contract in accordance with Article 14 of the General Conditions.

Article 25 - Audit

The Contracting Authority reserves the right to audit the Contractor and, where applicable, its subcontractors at least once (1) during the term of the Contract, by itself or through a third party not in direct competition with the Contractor, designated by it, in order to verify compliance by the Contractor and its subcontractors with all the conditions described in the Contract.

In this respect, the Contractor undertakes to allow the Contracting Authority, or the third party designated by the Contracting Authority, free access to the premises.

For its part, the Contracting Authority undertakes to ensure that the audit is limited to strict checks on the conditions of Contract performance of the Contract at the Contractor's premises and that it takes place over a reasonable period of time, in order to avoid disrupting the Contractor and/or any potential subcontractors' activity.

At the end of the audit, the Contracting Authority shall draw up a detailed report of its findings and send it to the Contractor within eight (8) working day delay. The Contractor itself has a period of eight (8) working days following receipt of the report to contest the conclusions thereof, if any.

If the audit reveals any violation of the conditions described in the Contract, the Contracting Authority may choose (i) to suspend performance of the Contract and all or part of the corresponding payments until the Contractor regularises the situation found - the period for regularisation being assessed beforehand at the Contracting Authority's discretion in the light of the extent of the compliance operations to be carried out - being specified that suspension may only take place if the violation revealed by the audit is sufficiently serious and is notified to the Contractor by the Contracting Authority as soon as possible and/or (ii) to terminate the Contract under the conditions defined in Article 14 of the General Conditions. The financial burden of the audit shall be borne by the Contractor in the event that a breach of the conditions described in the Contract is found.

The Contractor shall vouch for its employees and any potential subcontractors comply with this Article.

Articles 26 - Good faith and co-operation of the Parties

The Parties are required to comply with the requirements of good faith in international trade throughout the duration of the Contract. They can neither exclude this obligation nor limit its scope.

The Parties have a duty to co-operate with each other when reasonably expected to do so in performing their obligations.

A Party may not act inconsistently with an expectation it has created in the other Party where the latter has reasonably believed in that expectation and has HELVETAS consequently to its disadvantage.

Article 27 - Embargo

This Contract shall apply in accordance with and take into account the regulations governing embargoes in force in the country(ies) where the Contract is executed. The Contractor declares she or he is aware of these regulations and their latest updates.

The Contractor shall ensure that its activity complies with these regulations, as well as that of its potential subcontractors, and any intermediary linked to the performance of the Contract.

The Contractor warranties the Contracting Authority's liability throughout the duration of the Contract. Failure to comply with these regulations constitutes a legitimate reason for terminating the Contract.

Article 28 - Partial invalidity

If one or more of the provisions of this Agreement are considered invalid, void, unwritten, unenforceable or purposeless, or declared as such by a final judgment of a competent Court or by a law or regulation enHELVETAS or to be enHELVETAS by a legislative or governmental authority, the remaining provisions of this Contract shall remain in full force and effect.

Thus, this clause is deemed to be unwritten and may not affect the validity or continuation of the Contract as a whole, unless it is a clause that was of a decisive nature for one of the Parties on the date of signature of the Contract. In that case, the Parties shall negotiate in good faith in order to substitute a valid clause reflecting their original intention to the initial clause.

Article 29 - Modifications of the General Conditions clauses

The Contracting Authority reserves the right to modify its General Conditions, and therefore to modify the terms accepted by the Contractor. In this case, the Contracting Authority is obliged to inform the Contractor at least one (1) month before the date on which new General Conditions enter into force. This information specifies:

- the effective date of the new General Conditions;
- the possibility for the Contractor to terminate the Contract without termination penalty and without any right to compensation, up to four (4) months after the last amendment entry into force.

Only after this period upon their entry into force, and provided that the Contractor has not called into question the amendments or terminated the Contract, the General Conditions

amendments shall be deemed to have been accepted by the Contractor.

The Contracting Authority undertakes to provide the Contractor with updated General Conditions upon request.

In the absence of any contrary provision in the Contract, no modification of the Contract shall be valid unless it is mentioned in a written document signed by the Parties.

Article 30 - Applicable law and jurisdiction

THIS AGREEMENT IS GOVERNED BY FRENCH LAW AND AMENDMENTS THERETO.

IN THE EVENT OF A DISPUTE RELATING TO VALIDITY, INTERPRETATION, PERFORMANCE OR TERMINATION ON ANY CAUSE WHATSOEVER OF THE CONTRACT THAT THE PARTIES CANNOT SETTLE AMMICABLY, THIS ONE IS SUBJECT TO THE EXPRESS AND EXCLUSIVE COMPETENCE OF THE FIRST INSTANCE COURT OF PARIS, NOTWITHSTANDING THE PLURALITY OF DEFENDANTS, INCIDENTAL REQUEST, EMERGENCY PROCEEDINGS OR CALL IN WARRANTY.

Name: _____
(company's legal representative or any other authorized person)

As: _____
(position in the company)

Duly authorized to signed on behalf of the Contractor:

_____

Signature :